

200108

Hunterdon County Judges of the Court  
Hunterdon County Probation Officers

LIBRARY  
INSTITUTE OF MANAGEMENT  
AND LABOR RELATIONS

OCT 17 1989

RUTGERS UNIVERSITY

\*\*\*\*\*

1987-89 Hunterdon County Probation Officers' Collective Agreement

\*\*\*\*\*

X January 1, 1987 December 31, 1989

## ARTICLE I - Agreement

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_  
by and between the Assignment Judge of the Superior Court of Hunterdon County,  
New Jersey (hereinafter referred to as the "Judge") and the Hunterdon County  
Probation Officers' Association (hereinafter referred to as the "Association").

## ARTICLE II - Recognition

The Judge hereby recognizes the Association as the sole and exclusive  
representative of the Senior Probation Officers and Probation Officers of the  
Hunterdon County Probation Department (hereinafter referred to collectively as  
"probation officers") to negotiate matters relating to salaries and terms and  
conditions of employment pursuant to the provisions of N.J.S.A. 2A:168-1 et seq.

## ARTICLE III - Salaries

Section 1

Effective January 1, 1987, and retroactive to that date, probation  
officers' salary ranges shall be established as follows:

<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>
Probation Officers	\$17,938	\$25,926
Senior Probation Officers	19,776	28,512

Section 2

Effective January 1, 1988, probation officers' salary ranges shall be  
established as follows:

<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>
Probation Officers	\$18,836	\$27,187
Senior Probation Officers	20,762	29,937

Section 3

Effective July 1, 1988, probation officers' salary ranges shall be  
established as follows:

<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>
Probation Officers	\$19,683	\$27,187
Senior Probation Officers	21,695	29,937

Section 4

Effective January 1, 1989 probation officers' salary ranges shall be established as follows:

<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>
Probation Officers	\$20,665	\$28,512
Senior Probation Officers	22,784	31,434

Section 5

Effective July 1, 1989, probation officers' salary ranges shall be established as follows:

<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>
Probation Officers	\$21,393	\$28,512
Senior Probation Officers	23,512	31,434

Section 6

Salaries for Probation Officers and Senior Probation Officers for the term of this Agreement shall be in accordance with Schedule A, which is attached hereto and incorporated herein by reference.

## ARTICLE IV - Promotional Increases

Effective January 1, 1987, and retroactive to that date, any Probation Officer receiving a promotion to Senior Probation Officer shall receive a salary higher than the salary earned prior to the promotion. However, in no case will the amount of the raise be less than ten (10) percent.

## ARTICLE V - Automobile Allowance

Section 1

Effective January 1, 1987, and retroactive to that date, a probation officer when designated by the Chief Probation Officer to use their private vehicle on Probation Department business shall be reimbursed at the rate of \$.20 per mile. Pursuant to the requirements of N.J.S.A. 2A:168-8, probation officers authorized to use their private vehicles shall keep monthly records specifying the dates and use, points of travel, mileage travelled and shall sign and transmit the records to the Chief Probation Officer. Forms for this purpose will be furnished by the Chief Probation Officer.

## Section 2

~~If, during the term of this Agreement, the County increases the mileage rate above \$.20, the probation officers will automatically receive the same rate.~~

## Section 3

~~The private vehicles of probation officers shall not be utilized for the transportation of probationers or other clients except in emergencies as approved by the Chief Probation Officer.~~

## ARTICLE VI - Supper Allowance

Effective January 1, 1987, and retroactive to that date, probation officers who are required to remain on duty after the hour when the department has normally closed and through the supper hour shall be paid a supper allowance of \$8.00. Reimbursement shall be made by voucher in accordance with the provisions of N.J.S.A. 2A:168-8.

## ARTICLE VII - Educational Awards

### Section 1

Effective January 1, 1987, and retroactive to that date, probation officers who have, or who shall hereafter obtain a Master's Degree from an accredited college or university in Sociology, Psychology, Criminology, Criminal Justice, Corrections, Social Work, Public Administration or a field of study related to probation or who received an accredited Certified Alcohol Counsellor/Substance Abuse Counsellor certification or an equivalent certification, as determined by the Chief Probation Officer and approved by the Judge, shall be entitled to an annual award of \$650. This award shall be prorated to the end of the calendar year in which the degree was attained provided there is submitted evidence of such attainment to the Chief Probation Officer.

### Section 2

Probation officers who have, or who shall hereafter obtain a Doctorate Degree from an accredited college or university pursuant to the regulations in Section 1, shall be entitled to an annual award of \$655. This award shall also be prorated in accordance with Section 1.

### Section 3

Effective January 1, 1988, who have, or who shall hereafter obtain a Master's Degree from an accredited college or university in Sociology, Psychology, Criminology, Criminal Justice, Corrections, Social Work, Public Administration or a field of study related to probation or who received an accredited Certified Alcohol Counsellor/Substance Abuse Counsellor certification or an equivalent certification, as determined by the Chief Probation Officer and approved by the Judge, shall be entitled to an annual award of \$675. This award shall be prorated to the end of the calendar year in which the degree was attained provided there is submitted evidence of such attainment to the Chief Probation Officer.

Section 4

~~Probation officers who have, or who shall hereafter obtain a Doctorate~~  
Degree from an accredited college or university pursuant to the regulations in Section 3, shall be entitled to an annual award of \$680. This award shall also be prorated in accordance with Section 3.

Section 5

Effective January 1, 1989, probation officers who have, or who shall hereafter obtain a ~~Maater's~~ Degree from an accredited college or university in Sociology, Psychology, Criminology, Criminal Justice, Corrections, Social Work, Public Administration or a field of study related to probation or who received an accredited Certified Alcohol Counsellor/Substance Abuse Counsellor certification or an equivalent certification, as determined by the Chief Probation Officer and approved by the Judge, shall be entitled to an annual award of \$700. This award shall be prorated to the end of the calendar year in which the degree was attained provided there is submitted evidence of such attainment to the Chief Probation Officer.

Section 6

Probation officers who have, or who shall hereafter obtain a Doctorate Degree from an accredited college or university pursuant to the regulations in Section 5, shall be entitled to an annual award of \$705. This award shall also be prorated in accordance with Section 5.

Section 7

Probation officers who applied for and received an educational award under either Section 1,2,3,4,5, or 6 of prior labor agreements, shall continue to receive an annual award during the term of this Agreement for possession of either the Master's or Doctorate Degree.

Section 8

The decision of the Chief Probation Officer and the Assignment Judge as to the fields of study eligible under this Article shall be final and not subject to further appeal.

ARTICLE VIII - Tuition Reimbursement

Probation officers shall receive financial reimbursement for graduate level courses taken at an accredited college or university contingent upon the following rules and regulations.

1. Prior approval in writing must be secured from the Chief Probation Officer;
2. The courses taken must be in the fields of Sociology, Psychology, Criminology, Criminal Justice, Corrections, Social Work, Public Administration or in a field of atudy related to probation as determined by the Chief Probation Officer and approved by the Assignment Judge;

3. Probation officers must receive a passing grade in the course in order to be entitled to any reimbursement and must submit proof to the Chief Probation Officer;
4. The amount of reimbursement for the approved course may not exceed \$400 per semester in 1987; \$425 per semester in 1988; and \$450 per semester in 1989.
- ~~5. The decision of the Chief Probation Officer and the Assignment Judge is final and shall not be subject to further appeal.~~

## ARTICLE IX - Vacation and Other Leave Credits

### Section 1

Pursuant to R. 1:30-5(b), probation officers of the Hunterdon County Probation Department shall receive the same vacation and other leave credits as are provided generally to other employees of the County. Presently, probation officers are entitled to the following vacation credits:

<u>Years of Service</u>	<u>Days</u>
1st year	1 day per month to end of calendar year in which hired
1 through 7 years	12 days per year
8 through 10 years	16 days per year
11 through 15 years	21 days per year
16 through 20 years	26 days per year
21 years and over	26 days per year, plus 1 additional day for each year over 20 years

Employees shall submit requests for vacation time no later than May 15th of the year with first and second choices. For only those employees who submit requests by May 15th, vacations shall be scheduled on the basis of seniority. The request of a senior employee for vacation submitted after May 15th, shall not be given preference over the request of a less senior employee submitted by May 15th. Only simultaneous requests for vacation leave submitted after May 15th shall be decided on the basis of seniority.

Vacation time may be used on a day basis. For purposes of scheduling annual vacations, requests shall state "(number) days to be used on a day basis," with no specific dates required. A separate request for the scheduling of each such day shall be made.

After an individual has been employed for a full three (3) months, the employee shall be given credit for all due vacation leave, and shall be entitled to use credited leave when requested. Should an employee's service terminate before the end of the year, earned vacation leave shall be calculated based on the number of months (or major portion thereof), completed. Unused earned vacation leave shall be reimbursed to the employee in the final pay. Used unearned vacation leave shall be deducted from the final pay. Employees of less than three (3) months shall earn and be entitled to use one day's vacation upon completion of each month of service.

A vacation carryover of up to one-third (1/3) of a year's vacation credit is permitted upon written notice filed by December 1st. The carryover must be used in the succeeding year or such vacation is forfeited.

#### ARTICLE X - Holidays

January 1st.....	New Year's Day
<del>3rd Monday in January.....</del>	<del>Martin Luther King's Birthday</del>
February 12th.....	Lincoln's Birthday
3rd Monday in February.....	Washington's Birthday
Last Monday in May.....	Memorial Day
July 4th.....	Independence Day
1st Monday in September.....	Labor Day
2nd Monday in October.....	Columbus Day
November 11th.....	Armistice or Veteran's Day
4th Tuesday in November.....	Thanksgiving Day
December 25th.....	Christmas Day
Good Friday and General Election Day	

#### Section 2

If any probation officer is required to work a legal holiday or other day off granted by the Judiciary, the officer shall be granted an equivalent amount of time off.

#### ARTICLE XI - Health and Welfare Benefits

Probation officers shall continue to be provided with health and welfare benefits presently granted to Hunterdon County employees generally. The benefits include but are not limited to a non-contributory medical health insurance plan and a non-contributory major medical insurance plan. If, during the term of this Agreement, the County grants to its employees generally any additional health and welfare benefits, such as optical, drug or dental plan, or provides any expanded coverage, such benefits shall simultaneously be awarded to probation officers.

#### ARTICLE XII - Liability Coverage

Exclusive of auto insurance which is provided for in Article V, Section 3, probation officers are entitled to the same liability insurance coverage as are other employees in the County consistent with limits set forth in the County policy.

#### ARTICLE XIII - Management Rights

#### Section 1

To ensure the effective and efficient administration of the duties and responsibilities vested in the Probation Department by statute, court rule and judicial policy, the Assignment Judge and Management hereby reserve and retain

unto themselves all the powers, rights, authority, duties and responsibilities conferred upon and veated in them by law prior to the signing of this Agreement. ~~Among the rights which Management retains, but not limited to them,~~ are the following:

1. To manage and administer the affairs and operations of the Probation Department;
- ~~2. To direct its working forces and operations;~~
3. To hire, promote, assign and transfer personnel;
4. To schedule and determine work assignments;
5. To demote, suspend, discharge or otherwise take action of a disciplinary nature against "provisional or temporary" employees;
6. To demote, suspend, discharge, or otherwiae take disciplinary action for just cause against "permanent" employees in accordance with applicable statutes and court rules;
7. To promulgate rules and regulations from time to time, which may affect the orderly and efficient administration of the Probation Department. It is understood that such rules and regulations as ordered by statute or court policy may be instituted without prior notice and that other regulations covering local working conditions will be instituted upon notification by the Chief Probation Officer, which need not be in writing but shall be in writing whenever practicable.

## Section 2

The parties of this Agreement acknowledge that the New Jersey Constitution, statutes and court rules provide for the involvement of the Chief Justice and the Supreme Court, the Administrative Director of the Courts and the Assignment Judge of the County in the administration of probation services. The parties recognize and agree to respond and comply to the requests, promulgated standards and pronouncements of the aforementioned parties as they exercise their lawful rights.

## Section 3

The Judge and Management's use and enjoyment of its powers, rights, authority, duties and responsibilities, the adoption of its policies and practices or the promulgation of rules and regulations in furtherance thereof, and the exercise of discretion pursuant thereto, shall be limited only by the terms of this Agreement and to the extent same conform to the court rules and other laws of New Jersey and the United States.

## Section 4

Nothing contained in thia Agreement shall operate to restrict the Judge and Management in the exercise of their rights, responsibilities and authority pursuant to the laws of this state or of the United States.



## ARTICLE XIV - Grievance Procedure

The parties agree that a complaint or grievance of any probation officer relating to the interpretation, application or violation of policies, agreement and administrative decisions affecting them, excluding the exercise of Management Rights under Article XIII of this Agreement, if not otherwise provided for in law or in applicable rule and regulations having the force and effect of law, shall be settled in the following manner:

Step 1

Any complaint or grievance of a probation officer shall be initiated within ten (10) working days of the officer's having knowledge of the alleged grievance. The grievance shall first be taken to the officer's immediate supervisor, e.g., the Principal Probation Officer, who shall make an effort to resolve the problem within a reasonable period of time; within three (3) working days, if possible. At this level, a complaint or grievance need not be in writing. The time limit in this step may be extended by mutual consent.

Step 2

If not resolved at the supervisory level, the grievance shall be put in writing, signed by the aggrieved officer, and submitted to the Chief Probation Officer, who shall acknowledge its receipt within three (3) working days and shall render a decision within five (5) working days thereafter. In the case of absence of the Chief Probation Officer, the grievance may be handled by a designated assistant or it may proceed to the next step with the approval of both parties. The time limit in this step may be extended by mutual consent.

Step 3

If the aggrieved officer is not satisfied with the decision of the Chief Probation Officer, he/she may choose to utilize one of the following two options:

- a. The officer may appeal to the Civil Service Commission under the laws and rules governing the operation of that agency provided that the Commission agrees to hear the case; or
- b. He/She may appeal to the Assignment Judge, in which case the decision of the Judge shall be final and binding and shall be rendered with reasonable promptness. The Judge may designate any court employee or other representative who is not an employee of the courts to hear and make recommendations to him for disposition.

All grievances and complaints that are related to judicial policy and/or the authority of the Chief Justice, Supreme Court, Administrative Director of the Courts or the Assignment Judge under Rule 1:34-4 and any other applicable Statute or Court Rule shall be limited to Step 3(b). In using the grievance procedure established herewith, an employee is entitled at each step to be represented by an attorney of their own choosing, or by a bona fide member of the Association designated to represent him/her pursuant to this Agreement.

Notwithstanding any procedures for the resolution of disputes, controversies or grievances established by any other Statute, ~~grievance procedures established by agreement between the public employer and the~~ representative organization shall be utilized for any dispute covered by the terms of such Agreement.

Hearings and/or meetings resulting from the implementation of Step 2 of this grievance procedure, shall be held after the normal workday.

#### ARTICLE XV - Federal and State Laws - Severability

In the event any Federal or State Law, or any determination having the force and effect of law (including rules, regulations or directives of the Chief Justice, Supreme Court of New Jersey, or the Administrative Director of the Courts) conflicts with the provisions of the Agreement, the provisions so affected no longer be operative or binding upon the parties, but the remaining portion of the Agreement shall continue in full force and effect. The parties will meet within thirty (30) days to renegotiate the item(s) so severed.

#### ARTICLE XVI - Meetings

Representatives of the Association may meet with the Assignment Judge or his representative to discuss matters of specific interest and concern that do not necessarily involve a grievance or complaint.

#### ARTICLE XVII - Policy on Civil Service

The administrative and procedural provisions and controls of Civil Service Law and the Rules and Regulations promulgated thereunder are to be observed in the administration of this Agreement with respect to classified employees governed by this Agreement, except to the extent that this Agreement pertains to subjects not therein contained or where this Agreement is contrary to or in conflict with such provisions and controls and except to the extent inconsistent with New Jersey Supreme Court rules and policies governing administration of the courts.

#### ARTICLE XVIII - Conclusiveness of Agreement

This Agreement constitutes the final and complete understanding between the parties on all bargainable issues, subject to the right of the parties to reopen discussion in accordance with contract provisions or on any issue, but only by mutual consent and upon the happening of some unforeseen event.

#### ARTICLE XIX - Duration of Agreement

##### Section 1

The provisions of this Agreement shall be retroactive to January 1, 1987 and shall remain in full force and effect until December 31, 1989. By mutual

concurrence of the parties, they may be continued for an additional time period.

Section 2

A written notice to terminate or modify this contract is required to be given at least sixty (60) days prior to December 31, 1989.

In witness of this Agreement, the parties to it have affixed their signatures this                      day of                      .

FOR THE JUDGE

Wilfred P. Diana, A.J.S.A.

FOR THE ASSOCIATION

Michael LaCorte

Nancy Kaye

Robert R. Rios